

# Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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## VIA HAND DELIVERY

Ms. Noreta F. McGee  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 27090 --  
Southern Pacific Transportation Company  
Equipment Trust Agreement, Series No. 57

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, an original and four (4) fully executed counterparts of Eighth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of June 1, 1987, to Equipment Trust Agreement dated as of May 15, 1972, creating Southern Pacific Transportation Company Equipment Trust, Series No. 57, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

6623-1L  
July 20, 1987

6623-L

31 1987 1:15

INTERSTATE COMMERCE COMMISSION

7-202A048

No.

Date JUL 21 1987

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Washington, D.C.

JUL 21 1 07 PM '87

*1 Counterparts - 5/20/87*

Ms. Noreta F. McGee  
Page Two  
July 20, 1987

Equipment Trust Agreement dated as of May 15, 1972, recorded on June 9, 1972, at 1:20 PM, assigned Recordation No. 6623;

First Supplement to Equipment Trust Agreement dated as of November 1, 1974, recorded on December 26, 1974, at 1:15 PM, assigned Recordation No. 6623-A;

Second Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 6623-B;

Third Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 6623-C;

Fourth Supplement to Equipment Trust Agreement dated as of May 15, 1985, recorded on June 6, 1985, at 12:55 PM, assigned Recordation No. 6623-D;

Fifth Supplement to Equipment Trust Agreement dated as of February 10, 1986, recorded on February 27, 1986, at 1:20 PM, assigned Recordation No. 6623-E;

Assignment and Transfer of Certain Road Equipment dated as of February 10, 1986, recorded on February 27, 1986, at 1:20 PM, assigned Recordation No. 6623-F;

Sixth Supplement to Equipment Trust Agreement dated as of September 15, 1986, recorded on October 27, 1986, at 4:25 PM, assigned Recordation No. 6623-G;

Assignment and Transfer of Certain Road Equipment dated as of September 15, 1986, recorded on October 27, 1986, at 4:25 PM, assigned Recordation No. 6623-H.

Seventh Supplement to Equipment Trust Agreement dated as of March 15, 1987, recorded on March 31, 1987, at 11:10 AM, assigned Recordation No. 6623-I; and

Assignment and Transfer of Certain Road Equipment dated as of March 15, 1987, recorded on March 31, 1987, at 11:10 AM, assigned Recordation No. 6623-J.

Ms. Noreta F. McGee  
Page Three  
July 20, 1987

In connection with the recording of the Eighth Supplement and Assignment and Transfer, each dated as of 1987, to the Equipment Trust Agreement dated as of 1972, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.  
30 South 30th Street  
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the Equipment  
Covered by the Eighth Supplement:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors (Electro-Motive Division), builder lettered SP and numbered 6304 (GRI Date - May 1979).

General Description of the Equipment Covered  
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
2	3600 H.P. Locomotives; General Motors Corp. (Electro-Motive Division), lettered SP and numbered 9240 and

When the recording of the Eighth Supplement and Assignment and Transfer have been completed, will endorse, with the pertinent recording information,

Ms. Noreta F. McGee  
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July 20, 1987

In connection with the recording of the Eighth Supplement and Assignment and Transfer, each dated as of June 1, 1987, to the Equipment Trust Agreement dated as of May 15, 1972, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.  
30 South 30th Street  
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the Equipment Covered by the Eighth Supplement:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 6304 (GRIP Date - May 1979).

General Description of the Equipment Covered by the Assignment and Transfer of Certain Road Equipment:

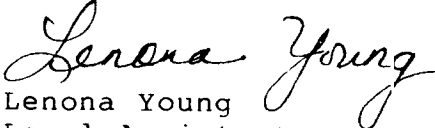
<u>Number of Units</u>	<u>Description</u>
2	3600 H.P. Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 9240 and 9249.

When the recording of the Eighth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all

Ms. Noreta F. McGee  
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certified counterparts thereof and return four (4) each of  
the same to the undersigned.

Very truly yours,

  
Lenona Young  
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson  
(Attn: Mr. C. D. Tyler)

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/21/87

Southern Pacific Transportation Company  
Southern Pacific Bldg.  
One Market Plaza  
San Francisco, California 94105

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/21/87 at 1:15 PM, and assigned recordation number(s). 6623-K and L

Sincerely yours,

*Norata R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

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SOUTHERN PACIFIC TRANSPORTATION COMPANY  
EQUIPMENT TRUST, SERIES NO. 57

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of June 1, 1987

REGISTRATION NO. *6623-4* FIRST 1425

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JUL 01 1987 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the first day of June, 1987, by FIRST  
PENNSYLVANIA BANK, N.A., formerly known as The First  
Pennsylvania Banking and Trust Company, a corporation duly  
organized and existing under the laws of the Commonwealth of  
Pennsylvania, Trustee under the Equipment Trust Agreement  
hereinafter mentioned (hereinafter called the "Trustee"), to  
SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly  
organized and existing under the laws of the State of  
Delaware (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,  
bearing date as of May 15, 1972, by and between the  
Trustee and the Company (hereinafter called the "Equipment  
Trust Agreement"), there was constituted the "Southern  
Pacific Transportation Company Equipment Trust, Series No.  
57," pursuant to which Trustee leased certain railroad  
equipment to the Company, upon the terms and conditions  
therein set forth; and

WHEREAS, certain locomotives comprising said Trust  
Equipment (hereinafter called "Unsuitable Equipment") have  
become unsuitable for use by the Company, and in accordance  
with the provisions of said Equipment Trust and in anticipa-  
tion and consideration of the release of such Unsuitable  
Equipment, the Company has assigned and transferred to the  
Trustee other standard-gauge railroad equipment (hereinafter  
called the "Replacement Equipment"), other than work equip-  
ment, as specifically described in the Eighth Supplement



to Equipment Trust dated as of June 1, 1987 ("Eighth Supplement"):

<u>Number of Units</u>	<u>Description</u>
2	3600 H.P. Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 9240 and 9249.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subject: on and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Eighth Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its

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name and its corporate seal to be hereunto affixed, duly  
attested, this 20th day of June, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By 

Assistant Vice President

ATTEST:

  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA     )  
  ) ss.  
CITY AND COUNTY OF PHILADELPHIA )

On this 22<sup>nd</sup> day of June, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry  
Notary Public

My Commission Expires:

LYNNE N. MCCORRY  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 2, 1990